



THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Robert J. Sinaiko et al.
Appl. No.: 10/074,103
Filed: February 12, 2002
Title: ELECTRO-KINETIC AIR TRANSPORTER-CONDITIONER DEVICES WITH
AN ENHANCED COLLECTOR ELECTRODE FOR COLLECTING MORE
PARTICULATE MATTER
Art Unit: 1711
Examiner: Thao T. Tran
Docket No.: 112440-787

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

Sir:

I, Robert M. Gould, an attorney of record, do hereby state that Sharper Image Corporation is the owner of the entire right, title and interest to U.S. Patent Application No. 10/074,827. Conditioned upon the issuance of a patent from U.S. Application Serial No. 10/074,827, the terminal part of any patent granted on U.S. Application Serial No. 10/074,103 which would extend beyond the expiration date of patent that issues from U.S. Application Serial No. 10/074,827 is hereby disclaimed and it is hereby agreed that any patent so granted on the above-identified U.S. Application Serial No. 10/074,103 shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to a patent that issues from U.S. (should it issues), Application Serial No. 10/074,827, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

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The evidentiary documents have been reviewed and it is hereby certified that to the best of my knowledge and belief that title to the above-identified patent application is in the name of ✓ Sharper Image Corporation.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. § 154 to § 156 and § 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is any manner terminated prior to the expiration of its full statutory term as presently shorted by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

BELL, BOYD & LLOYD LLC

BY


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JOINT TO CORPORATE ASSIGNMENT

_____, the undersigned Inventors:

(1) _____ Robert J. Sinaiko
a resident of _____ San Francisco, California _____; and

(2) _____ Charles E. Taylor
a resident of _____ Sebastopol, California _____

have invented certain new and useful improvements in:

ELECTRO-KINETIC AIR TRANSPORTER-CONDITIONER DEVICES WITH AN ENHANCED COLLECTOR ELECTRODE FOR COLLECTING MORE PARTICULATE MATTER

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS Sharper Image Corporation (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 650 Davis Street, San Francisco 94111-1904, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted

thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

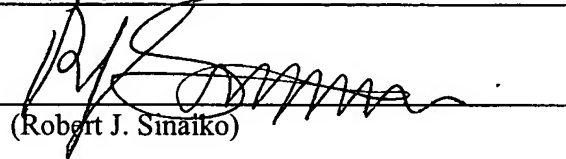
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee:

Said application having Appl. Number 10/074,103 and filed on the 12th day of February, 2002.

Date of Execution of Assignment: 11 April, 2007

(1)


(Robert J. Sinaiko)

State of _____)

County of _____)

On _____ before me, _____
(name and title of officer)

personally appeared Robert J. Sinaiko, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Said application having Appl. Number 10/074,103 and filed on the 12th day of February, 2002.

Date of Execution of Assignment: 3/22/02

(2) Charles E Taylor
(Charles E. Taylor)

State of _____)
County of _____)

On _____ before me, _____
(name and title of officer)

personally appeared Charles E. Taylor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
